IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE S.SIRI JAGAN

FRIDAY, THE 3RD AUGUST 2007 / 12TH SRAVANA 1929

WP(C).No. 19406 of 2007(I)

PETITIONERS:

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1. **K.C.RAJAN, AGED 61 YEARS,**
   S/O. LATE K.G.CHANDY, KALLUVILA FUELS, KONNI,
   KALLUVILA ESTATE,MURINJAKAL P.O.,PATHANAMTHITTA.

2. **ROY MATHEW, AGED 45 YEARS,**
   S/O. GEORGE MATHEW, POYANIL FUELS,POYANIL HOUSE,
   KOZHENCHERRY, PATHANAMTHITTA.

3. **SHINY SAMUEL, AGED 34 YEARS,**
   D/O. K.E. VARGHESE, KAYSONS FUELS,PATHANAMTHITTA,
   KAVUMKOTTUKIZHAKKETHIL HOUSE, KAIPATTOOR,
   PATHANAMTHITTA.

4. **SAJI MATHEW, AGED 41 YEARS,**
   S/O. O.P. MATHEW, M/S. O.P.MATHEW AND COMPANY,
   POOVANTHINGAL HOUSE, MALLAPPALLY, PATHANAMTHITTA.

5. **LATHA OOMMAN, AGED 47 YEARS,**
   D/O. V.M.OOMMEN, M/S. EXCEL AGENCIES, IOC DEALER,
   PANDALAM, VALLAKKALIL HOUSE, PANDALAM.

6. **R. ANIL KUMAR, AGED 39 YEARS,**
   S/O. K. RAMACHANDRAN NAIR, PARTNER,
   M/S. K.RAMACHANDRAN NAIR, IOC DEALER, PARAKKODE,
   POORNACHANDRA HOUSE, PARAKKODE, PATHANAMTHITTA.

7. **M.R. RAJENDRAN NAIR, AGED 50 YEARS,**
   S/O. LATE K.RAMAKURUP, SOUPARIKA FUELS,
   IOC DEALER, KULANADA, PATHANAMTHITTA.

8. **P.S. SUNIL KUMAR,AGED 32 YEARS,**
   S/O. P.K. SOMAN, MEENAKSHY FUELS, ELANTHOOR,
   PARACKAL THEKKETHIL, ELANTHOOR,PARACKAL THEKKETHIL
   EDAPPARIYALAM P.O., ELANTHOOR, PATHANAMTHITTA.

W.P.(C). NO.19406/2007:

9. **LATHA T.NAIR, AGED 39 YEARS,**
   D/O. THANKAPPAN NAIR, RENU AUTOFUELS,MULAKUZHA,
   SANKARAMANGALAM HOUSE, MULAKKUZHA,ALAPPUZHA DIST.

10. **M.C. JOSEN, AGED 48 YEARS,**
    S/O. MR.P.C.CHACKO, K.C.OOMMEN & SONS, THIRUVALLA,
    MOOTHEDATHU HOUSE, THIRUVALLA, PATHANAMTHITTA.

11. **ANIYAN ABRAHAM, AGED 50 YEARS,**
    S/O. LATE P.K.ABRAHAM, P.K.ABRAHAM & SONS,
    VADASSERIKKARA, MUNDEPLACKAL HOUSE,VADESSERIKKARA,
    PATHANAMTHITTA.

12. **JESSY MARY KOSHY, AGED 34 YEARS,**
    D/O. M.PHILIP, M/S. PODIPPARA RUELS,
    PODIPPARA HOUSE, KUMBANADU, PATHANAMTHITTA.

BY ADV. SRI.V.PHILIP MATHEWS.

RESPONDENTS:
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1. **INDIAN OIL CORPORATION,**
   REPRESENTED BY SENIOR OPERATIONS MANAGER,
   KERALA STATE OFFICE, PANAMPILLY AVENUE,
   PANAMPILLY NAGAR P.O., KOCHI-682 036.

2. **THE CHAIRMAN,**
   INDIA OIL CORPORATION LTD., NEW DELHI.

3. **GENERAL MANAGER,**
   INDIAN OIL CORPORATION LTD., INDIAN OIL BHAVAN,
   G-9, ALI YAVAR JUNG MARG, BANDRA (E), MUMBAI-51.

4. **THE DEPUTY GERERAL MANAGER,**
   INDIAN OIL CORPORATION LTD., PANAMPALLY NAGAR,
   ERNAKULAM.

5. **SENIOR OPERATIONS MANAGER,**
   INDIAN OIL CORPORATION LTD., KERALA STATE OFFICE,
   PANAMPILLY AVENUE, PANAMPILLY NAGAR P.O.,
   KOCHI-682 036.

W.P.(C). NO.19406/2007:

6. SENIOR DIVISIONAL MANAGER,
INDIAN OIL CORPORATION LTD., KERALA STATE OFFICE,
PANAMPILLY AVENUE, PANAMPILLY NAGAR P.O.,
KOCHI-682 036.

7. UNION OF INDIA,
REPRESENTED BY MINISTRY OF PETROLEUM, NEW DELHI.

BY ADV. SRI.A.M.SHAFFIQUE,
SRI.E.K.NANDAKUMAR,
SRI.A.K.JAYASANKAR NAMBIAR,
SRI.ANIL D. NAIR,
SRI.P.PARAMESWARAN NAIR,ASST.SOLICITOR GENEAL.

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 25/07/2007, ALONG WITH W.P.(C). NO. 22246/2007 AND CONNECTED CASES, THE COURT ON 03/08/2007 DELIVERED THE FOLLOWING:

W.P.(C). NO.19406/2007:

APPENDIX

PETITIONER'S EXHIBITS:

EXT.P.1: COPY OF THE NEWS PAPER ADVERTISEMENT PUBLISHED MALAYALA MANORAMA DTD. 25/09/2006.

EXT.P.2: COPY OF THE TECHNICAL BID IN SERIAL NO. 1084.

EXT.P.3: COPY OF THE PRICE BID IN SERIAL NO. 1084.

EXT.P.4: COPY OF THE LETTER DTD. 15/12/2006 FROM THE R.5. TO THE P.7.

EXT.P.5: COPY OF THE LETTER DTD. 31/02/2007 FROM THE R.5. TO THE PETITIOENRS.

EXT.P.6: COPY OF THE LETTER DTD. 01/02/2007 FROM THE R.5. TO THE PETITIONERS.

EXT.P.7: COPY OF THE LETTER DTD. 14/02/2007 FROM THE R.5. TO THE PETITIONERS.

EXT.P.8: COPY OF THE LETTER DTD. 02/03/2007 FROM THE R.5. TO THE PETITIONERS.

EXT.P.9: COPY OF THE COMMUNICATION DTD. 27/03/2007.

EXT.P.10: COPY OF THE REPRESENTATION DTD. 15/06/07 FROM THE PETITIONERS TO THE R.2.

EXT.P.11: COPY OF THE REPRESENTATION DTD. 15/06/07 TO THE R.3.

EXT.P.12: COPY OF THE REPRESENTATION DTD. 15/06/2007 TO THE R.4.

EXT.P.13: COPY OF THE REPRESENTATION DTD. 15/06/2007 TO THE R.6.

EXT.P.14: COPY OF THE REPRESENTATION DTD. 15/06/2007 TO THE R.6.

EXT.P.15: COPY OF THE CALCULATION OF RUNNING COST PER KILOMETER PEPARED BY MR. MATHEW, ARCHITECT AND VALUER, KOTTAYAM.

EXT.P.16: COPY OF THE LETTER DTD. 02/07/07 ISSUED BY THE R.4. TO THE P.1.

EXT.P.17: COPY OF THE LETTER FROM THE P.3. TO THE SENIOR TERMINAL MANAGER OF IOC REGARDING THE INDENT.

EXT.P.18: COPY OF THE RECEIPT BY THE P.3.

EXT.P.19: COPY OF THE SUMMARY SHEET OF RETAIL OUTLETS AUDITS.

W.P.(C). NO.19406/2007:

RESPONDENT'S EXHIBIT:

EXT.R5.A: COPY OF THE ENTRIES MADE ON 14/03/2007 IN THE GATE REGISTER MAINTAINED BY THE OFFICE COMPLEX.

//TRUE COPY//

prv.

S.SIRI JAGAN, J.

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W.P.(C).Nos.19406, 19912, 19913, 20051, 20353, 20440, 20713, 20718, 20806, 20807, 20826, 20866, 20867, 20868, 20873, 20982, 21003, 21007, 21028, 21037, 21048, 21049, 21064, 22128, & 22246 of 2007

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Dated this the 3rd day of August, 2007

J U D G M E N T

In all these writ petitions the petitioners are dealers of petroleum products of the 1st respondent-Indian Oil Corporation Ltd. They are also aspirants for transporting contracts for transporting petroleum products from oil refineries to various outlets of the 1st respondent Corporation. They are aggrieved by their exclusion from consideration for award of transporting contracts on the ground that they have not submitted their offers before the dates stipulated by the Corporation for receipt of the offers.

2. The 1st respondent invited tenders for transportation of petroleum products to the retail outlets. Tender conditions are

mentioned in Ext.P2. The procedure for evaluation of the tenders is enumerated in Clause B of the terms and conditions, which reads thus:

> **"B. EVALUATION OF THE TENDERS**:
>
> 1. This Public Tender is floated in two bid system i.e., technical bid & price bid. Technical bid will be opened first on scheduled date and will be evaluated. Price bids of only the technically qualified tenderers, based on technical evaluation, will be opened on a notified date.
> 2. Price bid includes offer for rates in four different sectors as detailed below:
>
> (i) Local delivery (within 39 Kms RTD) in Rs Per KL.
>
> (ii) Beyond local delivery, within State in Paise Per KL Per KM.
>
> (iii) Delivery in adjoining States in Paise Per KL Per KM.
>
> (iv) Delivery in other than adjoining States in Paise Per KL Per KM.* *only for Aviation IOCL Cochin.
>
> Tenderers should quote rates for all the above sectors.
>
> 3. Ranking of the tenderers ie., L-1, L-2, L-3, etc will be decided on minimum financial outgo to the Oil Company by considering the rates quoted in all sectors and expected volumes of business in each sector. **In case, any tenderer has not quoted rates for any of the above-mentioned sectors, then for the purpose of ranking of such tenderers, highest rate quoted in that sector by any of the technically qualified tenderers shall be considered**.
>
> 4. Tenderers will be listed in ascending order as per their ranking. Tenderer with minimum financial outgo to the Company will be ranked L-1. Tenderer with the next lowest financial outgo will be ranked L-2 and so on. The list will include all the technically qualified tenderers in the ranking based on the rates quoted by them along with the number of Tank Trucks offered.
>
> 5. Oil company reserves the right at its sole discretion to reject

unworkable/unviable rates quoted by tenderers. Such tenderers will be treated as disqualified and will be rejected. The decision of the Oil Company in this regard will be final and binding.

6. In case, rates offered by L-1 tenderers are acceptable to the Oil Company, Tank Trucks offered by the L-1 tenderers will be allocated up to the requirement.

7. In case, rates offered by L-1 tenderers are on higher side, negotiation/ counter offer exercise will be carried out with such tenderers. Tank Trucks offered by these tenderers will be allocated at the revised rates accepted by them during negotiations/ counter offers.

8. In case, Tank Trucks offered by L-1 tenderers is not meeting full requirement then negotiations/counter offer exercise will be continued with the other tenderers in order of their ranking till full requirement of Tank Trucks is met.

9. In case, for a particular ranking, Tank Trucks offered are more than the requirement then the Tank Trucks will be taken on proportionate basis with minimum one owned Tank Truck from each tenderer.

10. At a particular ranking, Tank Trucks offered by technically qualified SC/ST tenderers shall have preference as per Govt. of India directives. "

The petitioners also submitted their tenders which were also considered along with the other tenders.

3. Apparently at the first instance the Corporation did not get the offers with the minimum financial outgo they had in their mind. Therefore, based on the offers received, they invited L-2 offers from among the tenderers. Since the offers pursuant to L-2 offers received by the company were also not acceptable to the

Corporation, again L-3 offers were invited at the rates mentioned therein which were to be submitted by the tenderers on or before 14.3.2007. The petitioners claim to have submitted offers accepting the rates mentioned therein within the date stipulated. According to one set of petitioners, they had in fact submitted their tenders through one person, viz.,Rajesh Mathew, who personally handed over the offers on 14.3.2007, which was the last date for submitting tenders in the communication inviting offers, to the 7th respondent-Senior Operations Managers of the Corporation, who did not issue any receipt to them. Nor did they receive any reply to their offer, they submit. But at the same time, the 1st respondent Corporation is taking steps to issue work orders to other tenderers is their case in the writ petition. The complaint of the other set of petitioners is that although they had submitted their offers in time, here also through the same person, they were forced to sign acknowledgments to the effect that they had submitted their offers beyond the last date of 14.3.2007 stipulated in the communication inviting offers. All the petitioners would also submit that they are willing to reduce the rate further, but they could not place such reduced offer since the

respondents did not constitute the industry tender negotiating team as provided in the tender notification.

4. The Senior Operations Manager has filed a counter affidavit and additional counter affidavit in some of the writ petitions, which are sought to be adopted in other writ petitions as well. They flatly deny the allegations raised by the petitioners. According to them, the petitioners never submitted their tenders on or before 14.3.2007 as contended by them. According to him, the two sets of petitioners for two regions formed themselves into cartels and were trying to get the rates hiked as high as possible and they were waiting for a further offer raising the rates for their acceptance. Therefore, they did not respond to the offer made by the company in time. But unfortunately for them, by 14.3.2006 itself the company received sufficient number of offers with minimum financial outgo acceptable to the company and those offers were accepted. It is knowing about this that the petitioners submitted their offers after the last date fixed and have come up with a case that they had submitted offers in time in spite of which, work orders have not been issued to them. The

respondents therefore seek dismissal of the writ petitions

5. The petitioners in the first group of writ petitions would raise two contentions. The first is that they had in fact submitted their offers in time. The second is that even assuming that they had in fact not submitted the offers in time, the date fixed for submitting L-3 offers is not an essential condition of tender, as such date is not mentioned in the terms and conditions of the tender and therefore their offers are liable to be considered even if the same are beyond 14.3.2007. The contention of the other group is akin to the first contention of the first group of petitioners, but with a slight modification that although they had submitted offers in time, they were forced to sign acknowledgments to the effect that their offers were submitted late. They would contend that since they are dealers of the 1st respondent Corporation who are to receive the petroleum products transported pursuant to the contracts, it is advantageous to the 1st respondent to have the petitioners themselves as transporting contractors as well, because the chances of adulteration by the transporters would be minimum as it is in the best interests of the dealers themselves that the

petroleum products received by them are not adulterated in between the point of intake and the point of supply. They would submit that in such circumstances the 1st respondent should have constituted an Industry Tender Negotiation Team in accordance with the terms and conditions of the tender and should have invited the petitioners for negotiation regarding the rates, which have not been done by the respondents in this case. In the second group of writ petitions, there is also one scheduled caste candidate. In respect of him, it is contended, that he being the lone SC operator with a tanker lorry, notwithstanding the delay in submitting offers, assuming there is, his offer should have been accepted since there is reservation on behalf of the SC/ST members and there are no other SC tenderers.

6. The first group of petitioners would heavily rely on the first contention itself that they had in fact submitted offers in time. They would submit that one Rajesh Mathew along with two of their representatives, viz., Shri.Sebastian Joseph and Shiji John went to the office of the 1st respondent at Panampilly Nagar on 14.3.2007 and after entering the name of Rajesh Mathew in the register kept at the gate, entered the office of the Senior

Operations Manager and submitted the L-3 offers. They would further submit that the Senior Operations Manager had sent an SMS message to a person by name Johny Thomas in his mobile No.9447021513, on 14.3.2007 requesting to submit willingness immediately.

7. Regarding the second contention, they would rely on the decision on *G.J.FERNANDEZ v. STATE OF KARNATAKA & ORS*. reported in (1990) 2 SCC 488, in support of their contention that, if apart from the mandatory conditions in the tender documents, there are other ancillary conditions, even if there is slight deviation from such conditions such as late submission of documents that would not affect the validity of the offers. They also cite the decision in *M/s.B.D.Yadav & M.R.Meshram. E. & C*. v. *Administrator of the City of Nagpur & Anr*. reported in AIR 1984 Bombay 351, to buttress their contention that delay in compliance with ancillary conditions, cannot affect the validity of the offers. They would further rely on the decision of *Podder Steel Corporation v. M/s.Ganesh Engineering Works and others* reported in AIR 1991 SC 1579, in respect of their contention that the respondents could waive literal compliance of ancillary

conditions and accept the tender when it is in the interest of the respondents themselves and shall not reject the bid which is the lowest.

8. In answer to these conditions, the counsel for the respondents would contend that the Supreme Court in *B.S.N.Joshi & Sons Ltd. vs. Nair Coal Services Ltd. & Ors.* reported in (2006)11 SCC 548, has laid down that when a decision is taken by the appropriate authority upon due consideration of the tender documents submitted by all the tenderers on their own merits and if it is ultimately found that successful bidders had in fact substantially complied with the purport and object for which essential conditions were laid down, the same may not ordinarily be interfered with. The counsel for the respondents would point out that in the same decision the Supreme Court has frowned upon the tendency on the part of tenderers to form cartels and in such cases, public interest should be given top priority. They would also rely on the principles laid down by the Supreme Court in the matter of acceptance of tender as laid down in *TATA CELLULAR v. UNION OF INDIA* reported in (1994) 6 SCC 651, in support of their case.

9. I have considered the rival contentions in detail.

10. First I shall consider the contention of the petitioners regarding the submission of the offers within the time stipulated, viz., 14.3.2007. The contention of the first batch of petitioners is that they had submitted the offers of all the petitioners together through one Rajesh Mathew, who is stated to have personally handed over the offers to the Senior Operations Manager who did not issue any acknowledgment. The Standing Counsel for the Corporation would point out that this cannot be believed for a moment, since they have no consistent case regarding the same. He points out that in the representation submitted by the petitioners their averment is that they had submitted the offers before 14.3.2007. Now they say that they have submitted the offers on 14.3.2007. Further, they had produced the relevant page of the register kept at the gate wherein, although there is an entry on 14.3.2007 in respect of one Rajesh, the person shown in the column relating to the person whom they have come to meet is that of somebodyelse and not the Senior Operations Manager. I am inclined to believe the version of Corporation and its officers in spite of the fact that in the reply

affidavit the petitioners have tried to explain away this discrepancy by stating that Rajesh Mathew had some other business with the person mentioned in the gate register and that is why his name was entered therein. It is difficult to believe that when Rajesh came to meet the Senior Operations Manager for a very important purpose like submission of offers, he would have entered the name of some other person whom he wanted to meet for some other minor purpose. I am also inclined to believe the version of the Corporation and its officers that the petitioners were trying to form themselves into a cartel so as to hike the tender price as high as possible from the fact that they did not respond at all to the earlier invitation of offers for lesser amounts. The version of the Corporation is that the petitioners were waiting for the Corporation to go higher and to issue an L-4 offer with a higher price the possibility of which cannot be ruled out. In any event, whether the petitioners have submitted their offers within the time stipulated is a question of fact and unless the petitioners are able to prove their case in this regard with reliable evidence, which is absent here, such disputed question of fact cannot be decided on the basis of affidavits. Therefore, I do

not find any merit in the contention of the petitioners in the next batch that they had in fact submitted tenders on 14.3.2007.

11. The position is more clear in respect of the other batch of petitioners. They admit that they have given in writing to the Corporation and its officers that they have submitted the offers beyond the date prescribed viz., 14.3.2007 [See Exts.R2(b) and R2(c) in W.P(C).No.20873/07]. In the wake of such admission, unless there is very strong evidence to disprove their written admission, I am unable to countenance the contention of the petitioners that they were forced to give the said acknowledgment under pressure from the officers of the Corporation. In the above circumstances, I am unable to enter a finding in favour of the petitioners that they had in fact submitted their offers by the stipulated date, viz., 14.3.07.

12. The next contention is that even if the petitioners had submitted offers beyond the date stipulated, since the same is only an ancillary condition, which is not in the original terms and conditions of the tender, the same is only directory in nature and not mandatory. They would therefore, submit that the late submission of L-3 offers would not affect the validity of the

offers. The decisions referred to by the petitioners in this regard are all cases, where the tender accepting authority had decided to consider offers received late in order to have more competition. The Supreme Court in the cases referred to has held that such acceptance cannot be faulted in the public interest. That is not the case here. Here the tender accepting authority wanted to stick to the date fixed for accepting the offers, since they had received sufficient number of offers by 14.3.2007. It was not necessary for them to invite fresh offers with a higher price by issuing a L-4 invitation. If the petitioners' contention is to be accepted, then there would not be any end to the process and the Corporation would be forced to accept any offers that may come any time after 14.3.2007. The Corporation cannot be expected to wait for ever for the same. I do not find anything wrong with the Corporation and its officers sticking to the date fixed by them in L-3 invitation for offers. In this connection, I am of opinion that it is public interest that has to be taken into account while deciding the issue. In this connection, I would refer to passages in two of the Supreme Court cases, viz., *Tata Cellur's case* (supra) and that of *B.S.N.Joshi's case* (supra). In the *Tata*

Cellular's case, in paragraph 94 it is held as follows:

> **"94**. The principles deducible from the above are:
>
> (1) The modern trend points to judicial restraint in administrative action.
>
> (2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.
>
> (3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.
>
> (4) The terms of *the invitation to tender* cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.
>
> (5) The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.
>
> (6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure."

In *B.S.N.Joshi's case* (supra), in paragraph 66, the Supreme Court has summarised the principles regarding the acceptance of tenders, which are extracted below:.

> "**66**. We are also not shutting our eyes towards the new principles of judicial review which are being developed; but the law as it stands now having regard to the principles laid down in the aforementioned decisions may be summarised as under:

(*i*) If there are essential conditions, the same must be adhered to;

(*ii*) if there is no power of general relaxation, ordinarily the same shall not be exercised and the principle of strict compliance would be applied where it is possible for all the parties to comply with all such conditions fully;

(*iii*) if, however, a deviation is made in relation to all the parties in regard to any of such conditions, ordinarily again a power of relaxation may be held to be existing;

(*iv*) the parties who have taken the benefit of such relaxation should not ordinarily be allowed to take a different stand in relation to compliance with another part of tender contract, particularly when he was also not in a position to comply with all the conditions of tender fully, unless the court otherwise finds relaxation of a condition which being essential in nature could not be relaxed and thus the same was wholly illegal and without jurisdiction;

(*v*) when a decision is taken by the appropriate authority upon due consideration of the tender document submitted by all the tenderers on their own merits and if it is ultimately found that successful bidders had in fact substantially complied with the purport and object for which essential conditions were laid down, the same may not ordinarily be interfered with;

(*vi*) the contractors cannot form a cartel. If despite the same, their bids are considered and they are given an offer to match with the rates quoted by the lowest tenderer, public interest would be given priority;

(*vii*) where a decision has been taken purely on public interest, the court ordinarily should exercise judicial restraint."

Tested on the basis of the above principles, I am not satisfied that the procedure adopted by the respondents is liable to be interfered with by this court. I am satisfied that the Corporation and its officers have bona fide decided to accept the offers

received by them by 14.3.2007. I am of the further opinion that since the petitioners had tried to form themselves into a cartel to hike the tender amount, the public interest also demands that such attempts on the part of the tenderers would be discouraged.

13. The petitioners have got another contention relating to failure on the part of the Corporation and its officers to form a Industry Tender Negotiation Team and to conduct negotiation with the petitioners in accordance with Clause D of the tender conditions. They also would allege secret negotiation with some of the tenderers. The said allegation is refuted by the Corporation and its officers. They would point out that negotiation is only with the tenderers who submitted offers and they had also produced the proceedings of one such negotiation. They would submit that there was no secret negotiation and in fact it is the negotiated price during L-2 invitation of offers which was put to the petitioners also during the process of invitation of L-3 offers. From the pleadings and documents produced before me, I am inclined to accept the contention of the Corporation and its officers in this regard.

14. Regarding the contention in respect of the Scheduled Caste tenderer, in clause H of the tender conditions it is specifically stated that SC/ST members should fulfill all tender conditions, and will not be eligible for any price preference or relaxation of standards. That being so, the conditions regarding submission of offers in time would be very much applicable to such tenderers also and they cannot be awarded the tender simply because there is only one SC tenderer and, 15 per cent and 7.5 per cent reservation is applicable to Scheduled Caste and Scheduled Tribe tenderers respectively.

For all the above reasons, I do not find any merit in these writ petitions and accordingly the same are dismissed.

Sd/-

sdk+ S.SIRI JAGAN, JUDGE

///True copy///

P.A. to Judge.